

The following is the Table of Contents for the Internet Bid Package documents.

11a1350a.doc	Invitation for Bid, 22 pages
11a1350b.doc	<b>Small Business Subcontracting Preference Form for Non-Small Businesses</b> , 1 page
11a1350c.doc	Sample Standard Agreement, 40 pages
11a1350d.doc	Sample Task Order Form

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN  
ADDRESS

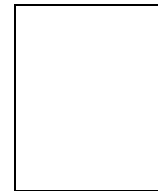
**Agreement No.** 11a1350

**Bid Due Date:** October 12, 2006

**Bid Due Time:** 2:15 P.M.

**Bid Opening Time:** 2:30 P.M.

**Attn:** Cheryl Smith



Department of Transportation, MS-67  
Division of Procurement and Contracts  
1727 30th Street  
Sacramento, CA 95816-7006

**DEPARTMENT OF TRANSPORTATION**

## ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!  
Be energy efficient!*

September 12, 2006

**INVITATION FOR BID (IFB)**  
**IFB # 11A1350**  
**Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled 11A1350, Vactor/Drain Facility Cleaning Service. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Telephone (916) 227-6075, fax (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions\*, or should you need any clarifying information, the designated contact person for this IFB is:

Cheryl D. Smith  
**Department of Transportation**  
(916) 227-6033/telephone  
(916) 227-6158/fax

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Cheryl D. Smith  
Acquisition Analyst

\*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

## Table of Contents

SECTION	PAGE
<b>A) Purpose and Description of Service</b>	3
<b>B) Bidder Minimum Qualifications</b>	3
<b>C) Bid Requirements and Information</b>	3
1. Time Schedule	3
2. Questions and Answers	4
3. Inclusive Costs	4
4. Small Business Preference	5
5. Recycle Certification	5
6. Motor Carrier Permit	5
7. Contractor License	5
8. Insurance	6
9. Bid Submittal	6
10. Evaluation and Selection	8
11. Award and Protest	9
12. Standard Conditions of Service	10
<b>D) Special Programs</b>	
1. Small Business Preference	11
<b>Attachments</b>	
1. Bid Proposal (ADM-1412)	
2. Contractor Certification Clauses (CCC 1005)	
3. Small Business Subcontracting Preference Form for Non-Small Businesses	
4. Bid/Bidder Certification Sheet	
5. Required Attachment Check List	
6. Sample Standard Agreement (STD 213):	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	
Exhibit D, Special Terms and Conditions	
Exhibit E, Additional Provisions	
Sample Task Order Form	

## A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6 (Exhibit A)**.

Contractor will provide on an as-needed, on-call basis all labor, HAZWOPER trained employees, tools, materials, equipment, resources and incidentals, necessary to perform independent or joint cleaning operations of Caltrans drainage facilities within State right of way along State freeways and highways.

Vactor to be furnished on a fully operated rental basis.

## B) Bidder's Minimum Qualifications

The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess the following **at the time of bid submittal**:

1. Class A, General Contractor's and HAZ, (Hazardous Substances Removal) License issued by the California Contractor's State License Board.
2. Hazardous Materials Certificate of Registration, issued by the US Department of Transportation.
3. Hazardous Materials Transportation License issued by the California Highway Patrol.
4. Transportable Treatment Unit (TTU) Permit and Hazardous Waste Transporter Registration issued by the Department of Toxic Substance Control.
5. Motor Carrier Permit, issued by Department of Motor Vehicles
6. Transporter EPA ID

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	09/12/2006	
Written Question Submittal	09/19/06	3:00 p.m.
Final Date and Time for Bid Submission	10/12/06	2:15 p.m.
Bid Opening	10/12/06	2:30 p.m.
Proposed Award Date (estimate)	12/01/06	

## 2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by, Tuesday, September 19, 2006.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 11A1350. Questions must be sent to the following address:

EMAILED, MAILED OR FAXED TO:  
Cheryl\_Smith@dot.ca.gov  
Fax No.: (916) 227-6158

Department of Transportation, MS-67  
Division of Procurement and Contracts  
Attention: Cheryl D. Smith  
1727 30th Street  
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

## 3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

**4. Small Business Preference:** <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

**5. Recycle Certification**

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

**6. Motor Carrier Permit**

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper licensing requirements are met. An invalid license/permit will result in rejection of the bid. Positive verification of a valid permit issued by the DMV will be performed by Caltrans. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

**7. Contractor License**

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current Class A and HAZ (Hazardous Substances Removal) license issued by the California Contractor's State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish his/her portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

## 8. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 6, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

## 9. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 11A1263

IFB Name: Vactor/Drain Facility Cleaning Service

Firm Name:

Firm Address:

**BID SUBMITTAL - DO NOT OPEN**

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.

- e) Mail or deliver bids to the following address:  
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or \*Hand Deliveries

Department of Transportation, MS 67  
Division of Procurement and Contracts  
1727 – 30<sup>th</sup> Street  
Sacramento, CA 95816

\* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it's not responsive or responsible or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.



- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

## **10. Evaluation and Selection**

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid meeting the specifications. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

## 11. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: Protest and Dispute Manager 1727 30 <sup>th</sup> Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
--	--

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.

- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

## 12. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 1005** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.
- d.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e.) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.

- g) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- h) No oral understanding or agreement shall be binding on either party.

## **D) Special Programs**

The following Special Programs are applicable to this IFB.

### **1. Small Business or Microbusiness Preference**

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 5 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 4).

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 3, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the

bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 3). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

**BID PROPOSAL****ATTACHMENT 1**

ADM-1412 (REV.06/2002)

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. <b>11A1350</b>	PAGE 1 OF 1
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	15	Each	Clean Drainage Facility (1-ft or less in depth)		
2	25	Each	Clean Drainage Facility (More than 1-ft in depth)		
3	1000	Per Cubic Yard	Clean Channels and Drainage Ditches		
4	2500	Per Linear Foot	Clean Drainage Facility Culvert Pipes/Ditches (24-inches or less in diameter or width)		
5	1000	Per Linear Foot	Clean Drainage Facility Culvert Pipes/Ditches (25-inches to 53-inches in diameter or width)		
6	500	Per Linear Foot	Clean Drainage Facility Culvert Pipes/Ditches (54-inches to 72-inches in diameter or width)		
7	500	Per Linear Foot	Clean Drainage Facility Culvert Pipes/Ditches (72-inches & over in diameter or width)		
8	10	Each	Clean Drainage Facility Confined Space (8-ft or less in depth)		
9	10	Each	Clean Drainage Facility Confined Space (more than 8-ft in depth)		
10	10	Each	Inspection/Sampling of Pump Houses		
11	10	Each	Clean Pump House Chamber and Pits (removal of material)		
12	75	Each	Lab Work – sample(s) tested		
13	100	Per Ton	Transportation and Disposal, Solids (Non-RCRA)		
14	50	Per Ton	Transportation and Disposal, Solids (RCRA)		
15	500	Per Ton	Non-Hazardous Waste Materials Landfill, Class 3		
16	100	Per Ton	Non-Hazardous Waste Materials To Caltrans Collection Site		
17	500	Per Gallon	Non-RCRA Water, Liquids		
18	200	Per Gallon	RCRA Water, Liquids		
19	25	Per Hour	Traffic Control Single Lane Closure		
20	10	Per Hour	Traffic Control Multi-Lane Closure		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

(3) **ANY BID MAY BE REJECTED IF ANY LINE ITEM UNIT PRICE IS LEFT BLANK.**

(4) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE. UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID, BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

**ATTACHMENT 2**  
**CONTRACTOR CERTIFICATION CLAUSES**

Contract No. 11A1350

**CCC-1005**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**I. CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.



## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **ATTACHMENT 4**

**Contract No. 11A1350**

### **BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

### **An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ". Date application was submitted to OSBCR, if an application is pending:		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
<b>10</b>	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
<b>11</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.
<b>16</b>	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

## **ATTACHMENT 5**

### **Invitation for Bid 11A1350**

#### **ATTACHMENT CHECK LIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package. All required licenses, certificates, permits, and lists noted below are to be submitted with Bid Proposal package. Any Bid Proposal package that does not contain all required items listed below shall be considered non-responsive.**

#### **Attachments**

#### **Attachment Name/Description**

- |                    |  |
|--------------------|--|
| _____ Attachment 1 | Bid Proposal (ADM-1412)  |
| _____ Attachment 2 | Contractor Certification Clauses (CCC 1005). The CCC 1005 can also be found on the Internet at <a href="http://www.dgs.ca.gov/contracts">http://www.dgs.ca.gov/contracts</a> . Page one (1) must be signed and submitted prior to the award of the contract. |
| _____ Attachment 3 | Small Business Preference Form For Non-Small Business Bidders, <b>ADM-3019</b>   |
| _____ Attachment 4 | Bid/Bidder Certification Sheet   |
| _____ Attachment 5 | Attachment Check List  |

#### **REQUIRED LICENSES**

- |       |   |
|-------|---|
| _____ | General Contractors Class A & HAZ License                         |
| _____ | Hazardous Materials Certificate of Registration                   |
| _____ | Hazardous Material Transportation License                         |
| _____ | Transportable Treatment Unit (TTU) Permit                         |
| _____ | Motor Carrier Permit  |
| _____ | Transporter EPA ID  |
| _____ | Contractor's List of Lab(s) responsible for Waste Stream Analysis |

**Note to Contractors:**

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

**SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS**

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

Contract No. 11A1350

ATTACHMENT 3

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS	
CONTACT PERSON	BUSINESS PHONE (      )	
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER	DATE

**IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.**

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
<b>B. Certified Small Business Subcontractor/Supplier Name and Address</b>						
<b>TOTAL PARTICIPATION CLAIMED</b>					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. \*\*For on-call contracts, the dollar amount represents estimated dollar value claimed.

**FOR CALTRANS USE ONLY**

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____ %		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

## ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**ATTACHMENT #6**  
Sample Standard Agreement

AGREEMENT NUMBER
11A1350
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Transportation (Department)**

CONTRACTOR'S NAME

**(To be Announced)**

2. The term of this **TBA** through **TBA**  
Agreement is:

3. The maximum amount **(To be Announced)**  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments, which are by this reference, made a part of the Agreement.

<b>Exhibit A</b> – Scope of Work	11 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	3 Pages
<b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 306)	On-line
<b>Exhibit D</b> - Special Terms and Conditions	5 Pages
<b>Exhibit E</b> – Additional Provisions	23 Pages
<b>Attachment 1</b> - Bid Proposal (To be included at time of award)	1 Page
<b>Attachment 2</b> – Contractor Certification Clauses (CCC-1005)	4 Pages
<b>Attachment 3</b> _ Sample Task Order Form	1 Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**(To be Announced)**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Transportation (Department)**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1727 – 30<sup>th</sup> Street, Sacramento, CA 95816

**California Department of  
General Services Use Only**

☐ Exempt per:



**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

**SCOPE OF WORK**

1. Contractor agrees to provide on an on-call, as needed bases, Vector and Drainage Facility Cleaning services to the Department of Transportation (Department), as described herein:

The services shall be performed at various locations within San Diego County.

2. This Agreement shall begin on December 1, 2006 (estimated), contingent upon approval by the State, and expire on November 30, 2008 (estimated), unless extended by amendment. Normal work hours are considered to be Monday through Friday from 7:00 AM to 4:00 PM, except holidays.
3. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: <b>(To be Announced)</b>
Section/Unit:	Section/Unit:
Contract Manager: <b>(To be Announced)</b>	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

4. Detailed description of work to be performed and duties of all parties:

Contractor will provide all labor, (HAZWOPER trained employees), tools, materials, equipment, resources and incidentals on an on-call, as-needed basis, to perform independent or joint cleaning operations of Caltrans drainage facilities within State right of way along State freeways and highways. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A and HAZ license and all other applicable specialty licenses to complete the described work.

The Contractor shall provide all labor (personnel), equipment, devices, and materials for the removal of soil sediments and debris from District 11 drainage facilities as directed by the Contract Manager or field maintenance representative. Types of drainage facilities include, but are not limited to the

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

following: drop inlets, catch basins, storm water treatment devices, pumping plants, culverts, channels and ditches, concrete lined or unlined, and box culverts. The scope of work includes extraction of soil sediments and debris from point of origin, proper collection, and proper disposal by a registered hazardous waste transporter. The quantity of materials contained within these drainage facilities may vary due to sediment loading ratios associated with roadway design and geographic location. EACH BID ITEM WILL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, TOOLS, TRAVEL EXPENSES AND INCIDENTALS.

Drainage facility structure designs also vary in depth and volume capacities. The materials removed during the Contractor's clean-up operations may contain heavy metals and hydrocarbons (meeting hazardous waste levels for RCRA, and Non-RCRA) and require analytical sampling for proper disposition as required for handling, storage and disposal practices. **The cost of de-watering drainage materials will be included in the unit bid rate per item.** All storage of sediment waste materials will be in DOT approved hazardous waste storage roll off bins that are covered and free of leaks and in good repair. The Contractor must have the ability to de-water sludge material for the purpose of waste volume reduction, i.e. de-watering bins. The Contractor will have sufficient supply of de-watering bins to perform this task. The Contractor must secure all required permits to perform this task. Costs associated with the performance of this task will be included in the bid rate per item. The Contractor shall be responsible for providing, placing bins and moving de-watering bins and loading ramps as needed. The Contractor shall obtain NPDES Waste Water discharge Permit from appropriate Regional Water Quality Control Board and all other required permits to perform this task. **At the time of bid the Contractor will provide the name of the lab that will be responsible for waste stream analysis. This lab must be CAL/EPA certified and approved by the Contract Manager.**

**The Contractor must also have the ability to store, transport and dispose of drainage waste generated by Caltrans forces in the same manner as other drainage waste described in this contract. Drainage waste generated by Caltrans will be put into bins furnished by the Contractor. The Contractor will be paid the unit bid rate per item under Exhibit A, Item 8, Transportation and Disposal. The cost of de-watering Caltrans' drainage waste will also be included in Exhibit A, Item 8, Transportation and Disposal. Sampling of drainage waste will be performed and paid for under guidelines in Exhibit A, Item 7, Lab Work.**

The Contractor will be responsible to clean all inlet grates and catch basin covers (man-ways) before re-setting the guards back in place. All screws and

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

bolts shall be lubricated, (high temperature tread lubricant) and replaced as needed. Due to various drainage facility designs confined space entry will be encountered in the Contractor's inspection and cleaning operations.

Contractor shall have the capability of furnishing confined space trained personnel and equipment to perform safe entry and egress/escape as defined by CAL-OSHA Regulations stated in Article 108 of the General Industrial Safety Orders Section 5156-5158, Title 8, California Code of Regulations and Construction Safety Orders Section 1532. This shall include air monitoring equipment capable of detecting oxygen deficiencies, explosive atmosphere, combustible gases, hydrogen sulfide gas and carbon monoxide, entry and egress apparatus such as tripods, ropes, harnesses and positive forced air ventilation equipment. Failure of the Contractor to comply with the above requirements will constitute non-compliance and may result in suspension of contract.

Contractor shall furnish all labor, tools, materials, equipment, and incidentals to test, identify, reduce contamination, neutralize, remove, and legally treat and/or dispose of waste materials generated by Caltrans or Contractor's drain facilities cleaning operations.

The Contractor shall furnish shoulder closures when performing drain-cleaning operations. Full compensation for all labor, tools, materials, equipment and incidentals required for shoulder closures shall be considered as included in the contract price per item bid rate and no additional or separate compensation will be allowed. Lane closures will be bid under Exhibit A, Item 9.

Full compensation for all labor, tools, materials, equipment and incidentals required to perform State freeway and highway right of way independent or joint cleaning operations of Caltrans drainage facilities and full compensation for all labor, tools, materials, equipment and incidentals required to test, identify, reduce contamination, neutralize, remove, and legally treat and/or dispose of waste materials shall be considered as included in the contract price per item as listed below.

**A. CONTRACT ITEMS:**

**1. Clean Drainage Facility**

Cleaning of drop inlets includes removal and replacement of grates and man-way covers. The removal of sediments and debris from the structure box and a minimum of five feet in length of the inlet and outlet piping by dry vacuum equipment capable of 4500-7500 CFM. After cleaning is completed the field

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

maintenance representative will visually inspect the structure for cleanliness. The cost of de-watering drainage materials will be included in the unit bid rate per item. Transportation of removed material to de-watering bins is included in this bid rate per item. Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

**2. Clean Channels and Drainage Ditches**

Includes removal of sediments, vegetation and debris from various size open channels and ditches, concrete lined or unlined. The cost of de-watering drainage materials will be included in the unit bid rate per item. Transportation of removed material to de-watering bins, or Caltrans designated collection site, is included in this bid rate per item. Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

**Note:** If drainage waste is pre-sampled and determined to be non-hazardous, it can be transported to a Caltrans designated collection site, within 30 miles, as directed by the Contract Manager. The cost of this task will be included in this unit bid rate.

**3. Clean Drainage Pipes and Box Culverts**

The cost of de-watering drainage materials will be included in the unit bid rate per item. Transportation of removed material to de-watering bins, or Caltrans designated collection site, is included in this bid rate per item. Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

**Note:** If drainage waste is pre-sampled and determined to be non-hazardous, it can be transported to a Caltrans designated collection site, within 30 miles, as directed by the Contract Manager or the field representative. The cost of this task will be included in this unit bid rate.

**4. Clean Drainage Facility Confined Space**

The Contractor will encounter drop inlets and catch basin structures that meet CAL-OSHA's criteria of confined space operation. (Not to include Pump House Chambers and Pits, See Item #6) The Contractor shall meet all the confined space entry and work requirements as defined under General Industrial Safety Orders Section 5156-5158, Article 108 of California Code of Regulations, Title 8 and Construction Order 1532 when performing site cleaning and inspection of these structures. The cost of de-watering drainage

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

materials will be included in the unit bid rate per item. Transportation of removed material to de-watering bins, or Caltrans designated collection site, is included in this bid rate per item. Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

**5. Inspection/Sampling of Pump Houses**

Sampling and testing of the material in or from the waste bins will be used to determine the appropriate handling and disposal methods. Any sampling and testing shall be approved by and coordinated by the Contract Manager. When sampling or testing the following shall apply:

Sampling and management of samples shall be in accordance with the sampling, planning, methodology and equipment, and the sample processing, documentation and custody procedures specified in:

- A. "Minimum Standards for Management for Hazardous and Extremely Hazardous Waste", California Administrative Code, Chapter 30 Division 4, Title 22, including all revisions through register 85, No. 31, August 3, 1985 is applicable.
- B. "Test Methods of the Evaluation of Solid Waste, Physical/Chemical Methods" SW-846 second edition, U.S. Environmental Protection Agency, 1982 or latest revision.
- C. "Methods of Chemical Analysis of Water and Wastes", EPA-600/4-79-020, U.S. Environmental Protection Agency, revised March 1983 or latest revision.
- D. "ASTM -- 1985 Annual Book of ASTM Standards, Volume 15.05: Engine Coolants, Halogenated Organic Solvents, Industrial Chemicals."
- E. Needed testing, if any shall comply with local agency requirements.
- F. For each sample the laboratory test report shall list the test methods and limits of detection along with the test results.
- G. The investigative report on the waste contents shall contain, but not be limited to:

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

1. A complete description of all work done, including sampling methods, chain of custody, laboratory test results, testing methods, and listing of personnel involved.
2. Copies of all logs, sample descriptions, and sample analysis.

The laboratory performing hazardous waste analysis shall store the samples for minimum of ninety (90) days. Each laboratory performing hazardous waste analysis shall be certified by the CAL-EPA, Department of Toxic Substances Control for that specific hazardous waste analysis category. Laboratories, which are not so certified, shall not perform any hazardous waste testing.

**6. Clean Pump House Chambers and Pits**

The Contractor must meet the confined space entry and work requirements of CAL-OSHA Safety Orders when performing this operation. All sediments, debris and liquids will be removed from all chambers and pits associated with the structure. These materials will be removed by dry vacuum equipment capable of 4500-7500 CFM. The maintenance field representative will inspect the cleaned facility for structural damage and cleanliness before grates and man-ways are replaced and secured. The cost of de-watering pump house materials will be included in the unit bid rate per item. Transportation of removed material to de-watering bins, or Caltrans designated collection site, is included in this bid rate per item. Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

**Note:** If drainage waste is pre-sampled and determined to be non-hazardous, it can be transported to a Caltrans designated collection site, within 30 miles, as directed by the Contract Manager. The cost of this task will be included in this unit bid rate.

**7. Lab Work**

Lab sample charges will include labor, personnel, transportation, materials and tools required to gather the samples from waste bins, pump houses, Caltrans collection sites, facilities and stockpiles plus the cost of required laboratory analysis. **The Contractor will have laboratory analysis available within seven (7) working days after samples are taken.**

Four (4) representative samples will be taken from each bin or stockpile.

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

These samples will be complied and one lab analysis will be completed. This will constitute the contract price for one sample tested.

The Contract Manager may require additional spot sampling throughout the district's drainage system. The additional sample charges associated with this task will not deviate from the fee stated above.

Each sample tested will be a basic lab analysis which will include total metal (Title 22 TTLC, CAM 17 Metals) and TPH. (Purgeables and extractable) by DHS/LUFT Method 8015 modified gasoline, diesel and motor oil). These costs shall be included in the contract bid price for lab work, and no additional compensation will be allowed.

Additional analysis will be performed as needed, based on the results of the initial TTLC including EPA/TCLP and PAHs & EPA Method 8310 and Asbestos by EPA Method 600/M-4-82-020 (40CFR part 763, sub-part F, Appendix A). This additional lab work analysis will be at the request of the Contract Manager. Additional authorized lab work analysis will be paid for at cost, from invoices, with no additional costs or markups added.

**8. Transportation and Disposal Charges.**

Transportation and disposal includes all equipment, labor, personnel and materials associated with the proper transportation and disposal of drainage waste material at an approved Transfer Storage and Disposal Facility (TSDF), Class 3 landfill, or designated Caltrans collection site and are part of the unit bid cost. Charges for disposal at TSDF, or Class 3 landfill, including any taxes and/or service charges will also be included in the cost per unit bid price.

Solids: Non-RCRA

RCRA

Non-hazardous waste material to landfill Class 3

Non-hazardous waste material to Caltrans collection site.

Liquids: Non-RCRA water

RCRA water

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

Disposal costs of non-hazardous wastewater will be included in associated unit bid price.

Costs associated with storage will be included under the transportation and disposal unit costs. Bulk material storage at maintenance stations or designated Caltrans collection sites will be in covered roll-off bins meeting DOT requirements that are free of leaks and in good repair. After lab analysis, only non-hazardous waste material can be stockpiled for later disposal. All non-RCRA and RCRA waste material must remain in bins until final disposition and may not be stockpiled. The Contractor will have sufficient supply of de-watering bins to perform this task.

The unit bid cost associated with non-hazardous waste materials is to include all storage, transportation, equipment, material and labor associated with meeting this task. Class 3 landfill costs will be included in the bid item cost. At the Contract Manager's discretion, non-hazardous materials may be transported to Caltrans collection sites within 30 miles of the storage location and stockpiled. Costs associated with this work will be included in the item bid.

**9. Traffic Control**

**Single Lane Closures**

The Contractor will supply all equipment, devices, labor, personnel, materials, and tools for traffic control required. The unit cost is for single lane freeway closures, and all off and on ramp closures regardless of number of lanes. See Exhibit E, Item B, Section 2, for details pertaining to the requirements of lane closures.

**Multi- Lane Closures**

The Contractor will supply all equipment, devices, labor, personnel, materials, and tools for traffic control required in the performance of this work. The unit cost is for two or more freeway lanes, connectors, and interchanges. See Exhibit E, Item B, Section 2, for details pertaining to the requirements of lane closures.

**Note: All traffic controls will be coordinated through the Maintenance Contract Manager and the Traffic Management Branch of Caltrans, located in San Diego.**

The bidding or Prime Contractor shall perform a minimum 50% of the work. If any portion of the work is to be conducted by a subcontractor, the subcontractor shall



**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

be listed and the work shall be described on "Sub Contracting Provision/List, form ADM 1511. The subcontractor shall hold all the required permits, registrations, licenses, and certificates to legally perform that listed portion of the work.

**B. REQUIREMENTS**

1. Normally, operations including, but not limited to the cleaning of drainage facilities, testing, transport, treatment, and/or disposal will generally be performed during normal working hours unless a change is directed by the Contract Manager. Normal work hours are considered to be Monday through Friday from 7:00 AM to 4:00 PM, excluding State holidays. Contractor's workdays and hours shall be flexible to meet the operational needs of Caltrans. Operations involving the cleaning of drainage facilities and the transporting of wastes generated by this operation may be performed 7 days a week on staggered work shifts. **The Contractor shall be capable of committing all labor, equipment, and resources to an operation on the on-call and five-day notice basis.** These flexible hours and work shifts will be considered normal work hours for the Contractor and will not constitute the payment of overtime unless the hours worked exceed the eight-hour work shift.
2. The Contractor shall provide a minimum of one fully operated and maintained Heavy Industrial vacuum truck, jet/vacuum unit. This shall be a large truck mounted heavy industrial vacuum unit, no older than 3 years old with; a 10 cubic yard debris box, a 4,800 CFM positive displacement blower at 12"-15" mercury, a 8" vacuum tube capable of dry vacuuming dirt, rocks and various debris, and a jetting unit rated at 120 GPM flow rate at 2,000 PSI. The contractor shall have more than one of these units available.
3. The Contractor shall provide a minimum of one fully operated and maintained track excavator with a super boom and 8' extension, dig depth of 36'.
4. The Contractor shall provide a minimum of one fully operated and maintained 20,000 pound backhoe, rubber tired, with a dig depth of 22'.
5. The Contractor shall provide a minimum of one fully operated and maintained skid steer loader, 66"x less than 7' in height.
6. Contractor must have the ability to treat hazardous waste when applicable for the purpose of reducing waste stream volumes (example, de-watering sludge with de-watering bins). Contractor shall use the most economical method of

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

- treatment and disposal. Contractor shall provide all services on an "on-call" basis. This is to include all materials in containerized or stock piled waste, i.e. bins, drums, tanks, etc. at various storage facilities.
7. Drainage waste materials storage limitations, sampling and disposal requirements: Once a bin is full and a request for sampling has been made by Caltrans, samples will be collected and the analytical results shall be available within seven (7) working days. Once the analysis has been received and the waste stream determined and the Contractor is notified, the pickup, transportation and disposal of drainage waste shall occur within five (5) working days. Any time during this contract, the Contractor will be expected to provide sufficient de-watering bins and totally handle all storage of drainage waste material for both his work and Caltrans work, until sampling and analytical results are available and material is transported to a disposal site.
8. General Waste Description. Caltrans waste stream may include, but is not limited to:
- Stockpiled and containerized accumulated solid wastes containing hydrocarbons and heavy metals.
  - Storage vessels or containerized liquid wastes.
  - Diesel or gasoline contaminated soils.
  - Non-Hazardous solid waste
9. Contractor will establish waste stream profiles with Transfer Storage & Disposal Facility (TSDF) for waste acceptance and to streamline operations.
10. The following are the Caltrans Maintenance Stations available for locating de-watering bins:
- |                                     |               |
|-------------------------------------|---------------|
| Kearny Mesa Maintenance Station     | CAD 981457997 |
| Carlsbad Maintenance Station        | CAD 982519977 |
| Escondido Maintenance Station       | CAD 982520025 |
| Pacific Highway Maintenance Station | CAL 000189124 |
| Imperial Maintenance Station        | CAL 000099040 |
| Chula Vista Maintenance Station     | CAD 982354193 |
| Santee Maintenance Station          | CAD 982519944 |
| Boulevard Maintenance Station       | CAD 982520017 |
| Coronado Bridge Paint               | CAD 982519969 |
| Descanso Maintenance Station        | CAD 981458110 |
| Lake Henshaw Maintenance Station    | CAD 982519951 |

**EXHIBIT A**  
**Standard Agreement**  
**Commercial Service**

Otay Landscape Station	CAL 930605999
Pacific Hwy. Landscape Station	CAL 000189124
TTU N/B 15 @52	CAL 000195460

**11. Reports Required**

Contractor will provide the following data base reports during the cleaning of open channels, culverts, and ditches, concrete lined or unlined and box culverts and pump plants. Three (3) copies the drain cleaning report will be provided to Caltrans Contract Manager every two (2) weeks. The report will include an easy to read spreadsheet that is acceptable to the Contract Manager. The following items will be present on the spreadsheet. Also, the report will include all supporting documentation, including but not limited to, copies of the waste manifests and all sampling analytical results.

- Date of work
- Location of drains (county, route, post mile); directions (N, E, S, W); shoulder (right or left); and on/off ramps.
- Number of drains cleaned by day
- Location and status of plugged drains
- Roll-off bin number(s) in which the material was placed
- Manifest Number(s) associated with bin number
- Disposal date
- Disposal weight
- Disposal facility
- Hazard Class (non-Hazard, non-RCRA, RCRA)

**EXHIBIT B**  
**Standard Agreement**  
**Commercial Services**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For task orders satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, Attachment 1, and made a part of this Agreement. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Itemized invoices shall include this Agreement Number and shall be signed and submitted in triplicate not more frequently than **monthly** in arrears to:

Department of Transportation  
Office/Unit Name, MS Number  
Attention: **(To be Announced)**  
Street Address/P.O. Box  
City, CA Zip Code

- C. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.
- D. Invoices shall reflect the following:
1. Date of Service
  2. Location of Service
  3. Quantities of completed work for each bid item
  4. Inspection
  5. Cleaning drainage facility
  6. Clean drainage facility confined space
  7. Inspecting/sampling of pump houses
  8. Clean pump house chambers and pits
  9. Lab work with invoices
  10. Transportation and disposal-Non-RCRA/RCRA and non-hazardous
  11. Treatment
  12. Traffic control lane closures, multi-lane closures and moving closures
  13. Invoices of additional lab test and charges
  14. Copy of each Task Order
  15. Payroll records with invoice.

**EXHIBIT B**  
**Standard Agreement**  
**Commercial Services**

**E. Task Order**

Specific work shall be requested by Task Orders, which must list the following  
(See Proposed Form of Agreement, Sample Task Order):

Date of Request	Requestor's Name
Date Service Required	Contract Manager's Approval
Agreement Number	Unit Number
Location Service Needed (Co./Rte./P.M.)	Traffic Control Needed
Traffic Control Restrictions	Number of Drainage Facilities & Pump Houses to be Cleaned

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B**  
**Standard Agreement**  
**Commercial Services**

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **(To be Announced)**.
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

**5. Rates**

Rates for these services may be found on **Attachment 1** of this document.

**6. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**7. Inclusive Costs**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **INCLUDING SALES AND USE TAXES** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

**EXHIBIT D**  
**Standard Agreement**  
**Commercial Services**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

**2. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

**EXHIBIT D**  
**Standard Agreement**  
**Commercial Services**

**3. Termination**

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

**4. Retention of Records/Audits**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Article.

**5. Default**

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should the Contractor default on the Agreement, it may be liable to the State for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.



**EXHIBIT D**  
**Standard Agreement**  
**Commercial Services**

**6. Non-Solicitation**

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)**

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

**8. Contractor's Priority Hiring Considerations**

The Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code.

**9. Laws to be Observed**

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and

**EXHIBIT D**  
**Standard Agreement**  
**Commercial Services**

employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

**10. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**11. Equipment Indemnification**

- A. The Contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the contractor or the contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

**12. Audit Review Procedures**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain

**EXHIBIT D**  
**Standard Agreement**  
**Commercial Services**

detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

- C. Neither the pendency of a dispute nor its consideration by Department will excuse the contractor from full and timely performance, in accordance with the terms of this Agreement.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1. Liability Insurance Provisions**

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.

**1. Commercial General Liability**

- a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

2. Automobile Liability

- a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

3. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** shall be required.

4. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** shall be provided.

**2. License Requirements**

The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A, General Contractor and Hazardous Substances Removal (HAZ) license(s).

**3. Licensed Contractor Standards for Quality of Work**

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
  2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
  3. Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.

**4. SPECIAL PROVISIONS**

**A. SECTION 1 - GENERAL**

**1.1 GENERAL**

The State of California Department of Transportation Standard Plans and Specifications dated July 1999 are hereby incorporated into this contract and made a part thereof. All work accomplished shall be done in accordance with the State of California Department of Transportation Standard Plans and Specifications dated July 1999, these special provisions and the proposed form of contract. Any reference to "plans" or "Standard Plans" shall be interpreted as referring to these Standard Plans dated July 1999. Any reference to "specifications" or "Standard Specifications" shall be interpreted as referring to these Standard Specifications dated July 1999.

Any reference to 'the Engineer' in the Standard Specifications will be replaced with 'the Contract Manager' for the purposes of this Agreement.

No move-in/move-out will be paid on equipment. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

No additional compensation will be allowed for specialized equipment.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Prescribed fire protection measures shall be followed as directed by the Contract Manager for work off the travel-way.

Work completed daily must be reported daily in writing to the Contract Manager and must include: task order number, location by county, route and post mile, and a description of work performed; including items of work performed, number of people, hours worked, and hours for equipment usage. This will be reported on the 'Daily Drain Cleaning' form, to be provided by the Contract Manager.

All permits required by local ordinances are to be secured and paid for by the Contractor.

Working days shall be defined for each task order issued as the period of performance stated on each task order. Contractor must respond for work within five (5) working days from issuance of Task Order as directed by the Contract Manager.

Contractor shall comply with all federal, state, and local agency requirements for disposal of hazardous waste material.

Contractor removing hazardous waste must hold a Hazardous Waste Hauler's registration and all hauling vehicles must meet current standards and have certification documentation in each vehicle or attached to the container. Contractor must also have an U.S. Environmental Protection Agency Identification Number. The registered hauler shall conform to all federal, state, and local regulations pertaining to lawful management and hauling of hazardous wastes to a licensed disposal site or treatment facility licensed by CAL-EPA, Department of Toxic Substances Control. In addition, Contractor must have proper licenses and permits to haul and handle hazardous material or wastes.

The District Hazardous Materials Manager, Lanny Chronert, will receive copies of all sampling analytical work, approve all waste streams and disposal facilities and storage sites.

Contractor must be able to perform hazard assessment and chemical characterization, and to provide proper storage containers, proper storage, pick-up and disposal to an approved treatment and/or disposal facility for all hazardous wastes as requested by the District Contract Manager. Materials identified as non-hazardous or recyclable may, at District Contract Manager option be handled and removed by Caltrans without recourse to this Agreement.

Contractor shall provide all information necessary for completing the Uniform

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Hazardous Waste Manifest to Caltrans representative at the site. In addition, Contractor may use the modified manifesting procedure bill of lading/shipping papers upon agreement with the District Contractor Manager.

At the time of bid submittal, Contractor shall provide Caltrans and the Contract Manager a listing of sub-contractors, which will be used. Contractor will also provide a listing of recycler's facilities and registered disposal facilities that will be proposed for use in the course of waste disposal within the contract area. Caltrans may direct actual disposal locations.

Contractor shall dispose of collected wastes within the contract area unless this is physically not possible for the class of wastes being picked-up. Use of facilities listed in the California Waste Exchange is required. Travel to another area must be expressly pre-approved by the District Contract Manager.

Contractor shall provide properly trained and equipped personnel and vehicles capable of hauling the quantities requested by the Contract Manager to accomplish the work described in Exhibit A.

Contractor's methods will be monitored on an on-going basis to ensure the most economical methods are being utilized.

**1.2 SAMPLING**

Sampling and testing of the material in or from the drains, pump plants, and stockpiles will be used to determine the appropriate handling and disposal methods. Any sampling and testing shall be approved by and coordinated by the Contract Manager. When sampling or testing the following shall apply:

Sampling and management of samples shall be in accordance with the sampling, planning, methodology and equipment, and the sample processing, documentation and custody procedures specified in:

1. "Minimum Standards for Management for Hazardous and Extremely Hazardous Waste", California Administrative Code, Chapter 30 Division 4, Title 22, including all revisions through register 85, No. 31, August 3, 1985 is applicable.
2. "Test Methods of the Evaluation of Solid Waste, Physical/Chemical Methods" SW-846 second edition, U.S. Environmental Protection Agency, 1982 or latest revision.
3. "Methods of Chemical Analysis of Water and Wastes", EPA-600/4-79-020, U.S.



**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Environmental Protection Agency, revised March 1983 or latest revision.

4. "ASTM -- 1985 Annual Book of ASTM Standards, Volume 15.05: Engine Coolants, Halogenated Organic Solvents, and Industrial Chemicals."
5. Needed testing, if any shall comply with local agency requirements.

For each sample the laboratory test report shall list the test methods and limits of detection along with the test results.

The investigative report on the waste contents shall contain, but not be limited to:

1. A complete description of all work done, including sampling methods, chain of custody, laboratory test results, testing methods, and listing of personnel involved.
2. Copies of all logs, sample descriptions, and sample analysis.

The laboratory performing hazardous waste analysis shall store the samples for minimum of ninety (90) days. The CAL-EPA, Department of Toxic Substances Control for that specific hazardous waste analysis category shall certify each laboratory performing hazardous waste analysis. Laboratories, which are not so certified, shall not perform any hazardous waste testing.

### **1.3 AUTHORITY OF CONTRACT MANAGER**

The Contract Manager shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Contract Manager's decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

If at any time the Contract Manager or a representative determine the Contractor's operation to be a problem for environmental or safety reasons, they may shut down the Contractor's operation until the problem is remedied. Additional working days will not be accessed for this reason.

References to the Contract Manager in these Special Provisions shall refer to the Contract Manager, or their designated field maintenance representatives. A list of these individuals will be provided to the Contractor upon approval of the contract.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Before starting work, the Contractor shall designate, in writing, an authorized representative who shall have the authority to represent and act in Contractor's behalf. Said authorized representative shall be present at the work site at all times while work is actually in progress.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1.4 INSPECTION**

The Contract Manager or a field maintenance representative shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these special provisions. All work done and all materials furnished shall be subject to inspection.

The inspection of the work shall not relieve the Contractor of any of any obligations to fulfill the terms of the contract as prescribed. Work not meeting such requirements shall be made good and unsuitable work may be rejected notwithstanding that the Contract Manager has previously inspected such work.

If work is not accomplished within the prescribed time limits, the State may cause such work to be remedied, removed, or replaced, and deduct the costs from any monies due or to become due the Contractor.

**1.5 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to Section 7-1.011 of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

**1.6 AIR POLLUTION CONTROL**

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1.7 WATER POLLUTION**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of the work.

Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities, which may be specified herein or directed by the Contract Manager.

The Contractor shall coordinate water pollution control work with all other work done on the contract.

If necessary, the Contractor shall submit, for acceptance by the Contract Manager, a program to control water pollution effectively during work. Details and requirements pertaining to water pollution control, and what an acceptable program entails shall be found in Section 7-1.01G of the Standard Specifications.

Nothing in the terms of the contract or in these special provisions shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

**1.8 SAFETY AND HEALTH PROVISIONS**

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

All working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

The Contractor shall provide all safety equipment, materials and training as required.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

**1.9 PUBLIC CONVENIENCE**

This Section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with his operations.

Attention is directed to the Section "Public Safety" for provisions relating to the Contractor's responsibility for the safety of the public. The requirements in "Public Safety" are in addition to the requirements of this Section "Public Convenience" and the Contractor will not be relieved of the responsibilities as set forth in said "Public Safety" by reason of conformance with any of the provisions in "Public Convenience".

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under work no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Drain/Pump plant cleaning operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition.

The Contractor may be required to cover certain signs, which regulate or direct public traffic to roadways that are not open to traffic. The Contract Manager will determine which signs shall be covered.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1.10 PUBLIC SAFETY**

It is the Contractor's responsibility to provide for the safety of traffic and the public when working under this contract.

Attention is directed to "Responsibility for Damage" and "Public Convenience", for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Attention is directed to Section 12, "Construction Area Traffic Control Devices", for requirements concerning traffic-handling equipment and devices.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls, hereby incorporated by reference. Signs or other protective devices furnished and erected by the Contractor at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Contract Manager as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Contractor's equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workers and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the work area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic, and operate in compliance with current laws and regulations.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

equipment and other obstructions from that portion of the roadway open for use by public traffic.

Any tools, equipment, supplies or facilities, which the Contractor uses to perform the work, shall be removed from state right of way at the end of each day except as approved by the Contract Manager. No tools, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Contract Manager may direct attention to the existence of a hazard and the necessary warning devices shall be immediately furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Contract Manager point out the inadequacy of warning devices and protective measures, such action on the part of the Contract Manager shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the State, take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

**1.11 PRESERVATION OF PROPERTY**

Attention is directed to the Section called "Responsibility for Damage." Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed.

Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, in kind, at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by these special provisions, if any such objects are a part of the work being performed under the contract. The Contract Manager may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway facility. The cost of such repairs

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

shall be borne by the Contractor and may be deducted from any monies due or to become due the Contractor under the contract.

Contractor shall make all reasonable efforts to identify, preserve and protect native seedlings (especially oak trees), in vicinity of project during all work activities.

It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of overhead and underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

**1.12 COOPERATION**

Should construction or other maintenance work be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. When two or more contractors are employed on related or adjacent work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

**1.13 CHARACTER OF WORKPERSONS**

If any subcontractor or person employed by the Contractor shall appear to the Contract Manager to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Contract Manager, and such person shall not again be employed on the work.

**1.14 ALTERNATIVE EQUIPMENT**

While certain specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.



**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

The Contractor may request, in writing, permission from the Contract Manager to use equipment of a different size or type in place of the equipment specified. The Contract Manager, before considering or granting such request, may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory to the Contract Manager that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by the Contract Manager, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results which, in the opinion of the Contract Manager, are equal to, or better than, that which can be obtained with the equipment specified. The Contract Manager shall have the right to withdraw such permission at any time that it is determined that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of such permission by the Contract Manager, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Contract Manager, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

Neither the State nor the Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of such permission.

Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the Contract Manager to be in furtherance of the purposes of this special provision. The approval for use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.

Nothing in this Section shall relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in this special provision.

**1.15 ALTERNATIVE METHODS**

When more than one specified method of construction or specified type of material or construction equipment may be used to perform portions of the work and the selection of the method of construction or the type of material or equipment to be used will be decided by the Contractor, it is understood that the State shall not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

**1.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS**

Until the acceptance of the contract, the Contractor shall have the charge and care of the work and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in the Sections titled "Public Convenience". The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in Section 7-1.165 of the Standard Specifications and except for such injuries, losses, or damages as are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect such temporary structures as are necessary to protect the work from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of any responsibility for the work as herein specified.

**1.17 REMOVAL OF REJECTED AND UNAUTHORIZED WORK**

All work which has been rejected shall be remedied by the Contractor and no additional compensation will be allowed the Contractor for such remedial work.

Any work done beyond that established by the Contract Manager will be considered as unauthorized work and will not be paid for. Upon order of the Contract Manager unauthorized work shall be remedied, removed, or replaced at the Contractor's expense. Upon failure of the Contractor to comply promptly with any order to remove rejected or unauthorized work, the Department may cause such work to be remedied, removed, or replaced, and deduct the costs from any monies due or to become due the Contractor.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1.18 DISPOSAL OF MATERIAL OUTSIDE THE HIGHWAY RIGHT OF WAY**

The Contractor shall make all arrangements for disposing of materials outside the highway right of way and shall pay all costs involved. Details on requirements, procedures, authorization and documentation shall be as indicated in Section 7-1.13 of the Standard Specifications.

Full compensation for all costs involved in disposing of materials as specified in this Section, including all costs of hauling, shall be considered as included in the contract unit price to be paid and no additional compensation will be allowed therefor.

**1.19 DAMAGED FACILITIES**

The Contractor shall be responsible for replacing state facilities or private property lost or damaged due to Contractor personnel actions. The Contractor shall be liable to the Department or property owner for the cost of replacing these facilities, in kind. If replacement is not made, costs may be deducted from any monies due or to become due the Contractor.

**1.20 RESPONSIBILITY FOR DAMAGE**

Responsibility for damage will be as stated in Section 7-1.12 of the Standard Specifications, with all references to 'the Engineer' replaced with 'the Contract Manager'. For damage caused by natural disasters see Section 7-1.165 of the Standard Specifications.

**1.21 RIGHTS IN LAND AND IMPROVEMENTS**

Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the State and any owner, former owner, or tenant of such land, structure, or building.

The Contractor shall not occupy State-owned property outside the right of way in which the work is situated, unless he enters into a rental agreement with the Department. The agreement will be based on the fair rental values.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**1.22 PERSONAL LIABILITY**

Neither the Director, the Contract Manager, nor any other officer or authorized employee of the State of California, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of this contract.

**1.23 LEGAL ACTIONS AGAINST THE DEPARTMENT**

In the event litigation is brought against the Department concerning compliance by the Department with State or Federal laws, rules or regulations applicable to highway work, the provisions of this Section shall apply.

- A. If, pursuant to court order (other than an order to show cause) the Department is prohibited from requiring the Contractor to perform all or any portion of the work, the Department may, if it so elects, eliminate the enjoined work or terminate the contract.
- B. If the final judgment in the action prohibits the Department from requiring the Contractor to perform all or any portion of the work, the Department will either eliminate the enjoined work or terminate the contract.
- C. If the contract is to be terminated, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions of the Section titled "Termination of Contract" of these special provisions.

**1.24 TEMPORARY SUSPENSION OF WORK**

The Contract Manager shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract. The Contractor shall immediately comply with the written order of the Contract Manager to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Contract Manager. In the event that a suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of the Contract Manager, could have been performed prior to the occurrence of such

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the work area for use by public traffic during the period of such suspension as provided in "Public Convenience", and "Public Safety", and as specified in these special provisions for the work. In the event that the Contractor fails to perform the work above specified, the Department will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

**1.25 FINAL CLEANING UP**

Before final inspection of work site, the Contractor shall clean the highway, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the contract unit rate and no separate payment will be made therefor.

Nothing herein, however, shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Contract Manager

**1.26 ACCEPTANCE OF WORK**

When the Contract Manager has made final inspection as provided and determines that the contract work has been completed, the Contract Manager will accept the work completed, and immediately upon and after such acceptance by the Contract Manager, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole and will not be required to perform any further work thereon. The Contractor shall be relieved of the responsibility for injury to persons or property or damage at that assigned project site after the acceptance by the Contract Manager.

**B. SECTION 2 - MAINTAINING TRAFFIC**

**2.1 TRAFFIC CONTROL**

Caltrans will provide all traffic control (other than shoulder closures) for either the Contractor's independent operations or Contractor/Caltrans joint operational efforts.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Contractor must be able to provide all traffic control and traffic control devices for shoulder closures.

Attention is directed to the Manual of Traffic Controls and the Standard Plans and Specifications published by the State of California Department of Transportation. Nothing in this section is to be construed as to reduce the minimum standards in said manual or standards.

Full compensation for traffic control which includes, all labor, equipment and materials that are required for the placing, operating, maintaining, repairing, replacing, transporting and removing of traffic control and traffic control devices for shoulder closures shall be considered as included in the contract line item cost and no additional compensation will be allowed therefore.

**2.2 MAINTAINING TRAFFIC**

Attention is directed to "Public Convenience", "Public Safety", and Section 12. (Construction Area Traffic Control Devices of the Standard Specifications).

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, Note 5 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

All traffic cones used for night lane closures shall have reflective cones sleeves as specified in the specifications.

The second and third paragraphs of Section 12-3.10, "Traffic Cones", of the Standard Specifications are amended to read:

During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the special provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

from the semitransparent reflective sheeting specified in the special provision, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.

3. Permanently affixed doubled band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours. The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

**REFLECTIVE SHEETING FOR TRAFFIC CONE SLEEVES**

**Reflexite, "SB" Vinyl, (Metalized)**  
**Reflexite, "TR" Semi-transparent**

The C16 and C17 designations of the signs shown on the detail "Entrance Ramp Without Turning Pockets" of Standard Plan T14 are amended to designate the signs as R16 and R17, respectively. Lane closures shall conform to the provisions in the Section of these special provisions entitled "Traffic Control System for Lane Closure."

In addition to the provision set forth in "Public Safety", whenever work to be performed on the freeway traveled way (Except the work of installing, maintaining, and removing traffic control devices) is within 6 feet of the adjacent traffic lane, the adjacent traffic lane shall be closed. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any Section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m (6 ft.) of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m (25 ft.) intervals to a point not less than 7.5 m (25 ft.) past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Contract Manager.

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

A C24 (SHOULDER WORK AHEAD) sign mounted on a portable sign stand with flags, for each direction of traffic which may be effected by the operation, shall be required whenever the contractor is doing any work adjacent to the roadway. The sign(s) shall be placed where directed by the Contract Manager.

Work that requires lane or ramp closures shall be coordinated and scheduled by the Contract Manager one week prior to commencing work to arrange for proper notifications of traffic control at specific locations. Specifics will be coordinated or designated by the Contract Manager or his representative. Normal work requires daily notification of the specific work locations planned.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

The Contractor's equipment and materials shall not remain in a lane except when the lane is closed to traffic and the lane is being used for contract operations.

No lane obstruction/traffic control will be allowed when the pavement is wet or when atmospheric visibility is less than 800 m (1/2 mile).

Time restrictions for lane or ramp closures will be provided when each task order is issued.

On all roadways, except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when contract operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this Section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Contract Manager, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Contract Manager has approved them in writing.



**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

Moving type lane closures shall not be used.

**C. SECTION 3.0 - WORK AREA TRAFFIC CONTROL DEVICES**

**3.1 GENERAL**

All traffic-handling equipment and devices, and any flagging used in carrying out the contract work will meet the requirements set forth in Section 12 of the Standard Specifications, with the exception that Section 12-2.02 'Flagging Costs' shall not apply.

Furnishing and installing work area traffic control devices, and flagging shall be considered as a component of the contract unit price and no separate or additional compensation will be allowed, except as may be indicated in Section 'Traffic Control Systems For Lane And Ramp Closures' of these special provisions.

**3.2 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12 of the Standard Specification.

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the contract work during contract operations. Such signs are shown in or referred to in the current Manual of Traffic Controls.

**D. PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains a trade name list of approved pre-qualified and tested signing and delineation materials and products. Approval of pre-qualified and tested products and materials shall not preclude the Contract Manager from sampling and testing any of the signing and delineation materials or products at any time.

Said listing of approved pre-qualified and tested signing and delineation materials and products cover the following:

**EXHIBIT E**  
**Standard Agreement**  
**Commercial Services**

**MATERIALS and PRODUCTS**

Temporary pavement markers  
Striping and pavement marking tape  
Pavement markers, reflective and non-reflective  
Flexible Class 1 delineators and channelizers  
Railing and barrier delineators  
Sign sheeting and base materials  
Reflective sheeting for barricades  
Reflective sheeting for channelizers  
Reflective sheeting for markers and delineators  
Reflective sheeting for traffic cone sleeves  
Reflective sheeting for barrels and drums

None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the Department's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in "Certificates of Compliance", of these provisions for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the pre-qualified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved pre-qualified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

A list of the approved pre-qualified and tested signing and delineation materials and products may be obtained from the Contract Manager.

**TASK ORDER NO. \_\_\_\_\_**

Person Requesting Service and Unit Number: \_\_\_\_\_

Request Date: \_\_\_\_\_

Contract Manager's Approval: \_\_\_\_\_

**I. LOCATION OF WORK AND TYPE OF SERVICE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. PERIOD OF PERFORMANCE:**

Work under this Task Order shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**NO TASK ORDER SHALL BE FOR MORE THAN 6 MONTHS**

**III. COST ESTIMATE:**

\$ \_\_\_\_\_

**IV. SIGNATURES**

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract No. 11A1350 between the State of California, Department of Transportation, and \_\_\_\_\_. By signature below, the parties hereto agree that all terms and conditions of this Task Order and Contract No. 11A1350 shall be of full force and effect.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By \_\_\_\_\_  
Contract Manager  
(Name and Title)

By \_\_\_\_\_  
Contractor  
(Name and Title)